



Council Agenda Report

To: Mayor Grisanti and the Honorable Members of the City Council

Prepared by: Patricia Salazar, Senior Administrative Analyst

Reviewed by: Richard Mollica, Planning Director

Approved by: Steve McClary, Interim City Manager

Date prepared: June 1, 2021 Meeting date: June 14, 2021

Subject: Amendment to Professional Services Agreement with Compliance Biology, Inc. Biological Consulting Services

RECOMMENDED ACTION: Authorize the Mayor to execute Amendment No. 1 to Agreement with Compliance Biology, Inc. extending the term of agreement for three additional months to expire on September 30, 2021.

FISCAL IMPACT: Funding for this agreement is included in the Fiscal Year 2021-2022 Proposed Budget in Account Nos. 101-2001-5100.01 (Planning - Coastal Development Permit Services) and 102-3002-5100.01 (Woolsey Fire Operations - Coastal Development Permit Services).

WORK PLAN: Current planning development and long-range planning projects are included in multiple items in the Proposed Work Plan for Fiscal Year 2021-2022.

DISCUSSION: The Planning Department oversees the processing of planning applications for compliance with the Malibu Municipal Code and Local Coastal Program. As with other specializations, the City contracts for biological review services. The contract biologists review all project applications for anticipated impacts to Environmentally Sensitive Habitat Areas, blueline streams, disturbed habitats, watershed areas, and impacts due to Los Angeles County Fire Department required fuel modification zones. In addition, the contract biologists provide staff with suggested conditions of approval to protect or minimize anticipated project-related impacts on sensitive habitat areas.

In July 2019, as a result of a Request for Proposal (RFP) process, the City entered into a two-term agreement with Compliance Biology, Inc. The current agreement will expire on June 30, 2021.

On April 1, 2021, staff solicited an RFP seeking qualified firms to provide biological consulting services. Staff received one proposal in response to the RFP. Though not required, City staff wishes to re-issue the RFP and use additional means of distribution to obtain a larger pool of candidates for the selection process.

At this time, staff is requesting the Council extend the term of the existing agreement for three months until September 30, 2021. Extending the current agreement will ensure continuity of services during the selection process.

ATTACHMENT:

Amendment to Agreement with Compliance Biology

AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT NO. 1 TO AGREEMENT is made and entered in the City of Malibu on June 14, 2021, by and between the CITY OF MALIBU, hereinafter referred to as City, and Compliance Biology, Inc., hereinafter referred to as Consultant.

The City and the Consultant agree as follows:

RECITALS

- A. On June 24, 2019, the City entered into an Agreement with Consultant for biological consulting services (the "Agreement").
- B. The City desires to amend the Agreement to extend the term of the agreement.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. Section 2.0 – Term of Agreement, of the Agreement, is hereby extended to September 30, 2021.
2. The Parties agree that this Amendment will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.
3. All terms and conditions of the Agreement not amended by this Amendment No. 1 remain in full force and effect.

This Agreement is executed on _____, 2021, at Malibu, California, and effective as of July 1, 2021.

CITY OF MALIBU:

PAUL GRISANTI, Mayor

ATTEST:

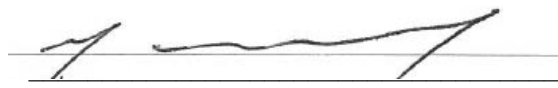
KELSEY PETTIJOHN, Acting City Clerk
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

JOHN COTTI, Interim City Attorney

CONSULTANT:



By: DAVE CRAWFORD
Title: President/Principal